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conflicting evidence, a verdict in favor of plaintiff would not be set aside on appeal.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3935-3937; Dec. Dig. § 1002.\* 1 Va.-W. Va. Enc. Dig. 620; 14 Va.-W. Va. Enc. Dig. 101; 15 Va.-W. Va. Enc. Dig. 73.]

Error to Corporation Court of Roanoke.

Action by J. E. Webb against J. C. Nesbit. Judgment for plaintiff, and defendant brings error. Affirmed.

*Hall & Wood*, of Roanoke, for plaintiff in error.

*Jackson & Henson*, of Roanoke, for defendant in error.

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MARSTELLER *v.* WARDEN et al.

Sept. 11, 1913.

[79 S. E. 332.]

**Evidence (§ 417\*)—Parol Evidence—Written Contract—Omissions.**  
—Plaintiffs offered to furnish stone and erect a parish house for a specified price and to supply the stone and complete an unfinished tower on a church building according to specifications and drawing, "walls to be one foot six inches thick," for a specified further sum. The offer was accepted and a written contract executed which did not specify the thickness of the walls of the tower but provided that they should "correspond with the walls of the church." The original pencil sketch of the tower work, on which the bid was predicated, having been mislaid, plaintiffs called for plans and specifications, and these, being furnished, called for tower walls 26 inches thick. Held, that the provision that the walls of the tower should conform to the walls of the church should be construed as referring to quality, finish, and appearance of the material only, and that the contract was incomplete as to the thickness of the walls, so that parol evidence was admissible to show the actual agreement of the parties on that question.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. §§ 1874-1899; Dec. Dig. § 417.\* 10 Va.-W. Va. Enc. Dig. 704; 14 Va.-W. Va. Enc. Dig. 804; 15 Va.-W. Va. Enc. Dig. 769.]

Error to Law and Chancery Court of City of Roanoke.

Action by J. K. Warden and another against J. H. Marsteller. Judgment for plaintiffs, and defendant brings error. Affirmed.

*A. E. King* and *Poindexter & Hopwood*, all of Roanoke, for plaintiff in error.

*Jackson & Henson*, of Roanoke, for defendants in error.

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.